Call of Duty League Community Watch Party Guidelines

The Call of Duty League, LLC ("CDL") will offer open co-streaming of select CDL events to eligible participants ("Watch Party"). A Watch Party is defined as live-stream hosting and commenting in real time on a live CDL broadcast or rebroadcast on a Watch Party participant's personal YouTube channel. These Watch Party Guidelines ("Watch Party Guidelines") are intended to provide Watch Party hosts and participants (each a "Watch Party Participant", and collectively, Watch Party Participants") with the process and rules for hosting and/or participating in a Watch Party of a CDL broadcast. CDL reserves the right, in its sole discretion to update, amend or supplement these Watch Party Guidelines from time to time, or remove access to the Watch Party program at any time. Watch Party Participants are responsible for checking these Watch Party Guidelines regularly for updates. Violation of these Watch Party Guidelines may lead to temporary or permanent revocation of Watch Party rights, at CDL's sole and absolute discretion.

To apply or sign-up for a Watch Party, please visit www.callofdutyleague.com/costreaming and complete the application form. If approved by the CDL, in its sole discretion, the Watch Party Participant must comply with the following Watch Party Guidelines:

Watch Party Guidelines:

- Watch Parties must take place on YouTube only and you must have a valid YouTube channel in good standing to participate in any co-streaming of the CDL broadcasts. All other streaming platforms (e.g., Twitch, Facebook Gaming, Caffeine, etc.) are prohibited.
- Watch Party Participants, and any guests must be at least 18 years of age, or the minimum age of majority under the laws of the location where the Watch Party Participants and their guests currently reside.
- Guests must read and comply with these Watch Party Guidelines.
- Watch Party Participants are expected to conduct themselves in a generally professional manner, and not use violent, sexually explicit, threatening, or harassing language, gestures, or behavior during the Watch Party.
- The YouTube monetization setting for the Watch Party must be turned off. Watch Party Participants may receive donations, tips, subscriptions, etc.
- Watch Party Participants must refrain from disparaging CDL, its affiliates and their respective sponsors' products or services.
- Watch Party Participants must refrain from discussion or promotion of religion, politicians, political views, or other political content, including but not limited to, regionally sensitive elements (e.g., national, and regional flags, map boundaries, etc.)
- No fundraising or charitable causes may be activated in connection with the Watch Party without the express written permission from CDL, which may be withheld in its sole discretion.
- All CDL sponsor logos, sponsored advertisements, and sponsored content appearing on the CDL broadcast must not be covered, muted, or altered in any way.
- Watch Party Participants must adequately moderate their chat to prevent obscene, sexually explicit, disparaging, vulgar, harassing, or abusive language from appearing in Watch Party Participant's chat.

- Watch Party Participants must refrain from smoking, vaping, consuming alcohol, engaging in, or discussing any topics set forth in the Prohibited Sponsor Categories (as defined below), during the Watch Party.
- Inclusion of Watch Party Participants' personal sponsor logos in Watch Parties are permitted, provided (i) they do not conflict with current CDL sponsors or advertisers (controllers and automotive companies); (ii) do not interfere or cover CDL sponsors' logos, advertisements, or segments; and (iii) are not in the Prohibited Sponsor Categories listed below:
    - The following sponsor categories will not be allowed to be featured, displayed, discussed, or otherwise promoted in connection with the Watch Party (collectively, the "Prohibited Sponsor Categories"):
        - Any person or entity that offers products or services that CDL determines are detrimental to the business of CDL or any of its affiliates (including without limitation the *Call of Duty*® interactive game franchise, CDL teams, or the CDL broadcast) or that offer an unfair advantage over another person, including hacking software/hardware, gold selling services, account sharing, account sellers and key sellers;
        - Non-Activision Blizzard video games;
        - Account selling, sharing or trading websites;
        - Alcoholic beverages;
        - Drugs (whether legal or illegal) and any products or paraphernalia used to consume drugs;
        - Tobacco and vaping products;
        - Pornography, sexual or adult oriented products or services;
        - Gambling (whether legal or illegal); and
        - Firearms / weapons, or related products or services (outside of gameplay).

- Game breaks (i.e., segments aired between maps) during broadcasts must be displayed in their entirety (e.g., Watch Party Participants may not run a separate game break show). Watch Party Participants may still display pre-approved personal sponsors and overlays during this segment (e.g., box within a box).
- **CDL, ITS PARENT, AFFILIATES, TEAMS, AGENTS, CONTRACTORS, SUCCESSORS-IN-INTEREST, SPONSORS, ADVERTISERS, BROADCASTERS, ASSIGNS, AND LICENSEES RETAIN THE RIGHT TO USE EXCERPTS FROM THE WATCH PARTY CO-STREAMS FOR ITS OWN MARKETING AND PROMOTIONAL PURPOSE, AND ANY OTHER PURPOSE THAT CDL DETERMINES IN ITS SOLE DISCRETION. CDL MAY DISTRIBUTE, ADVERTISE, PROMOTE, SELL, LICENSE, REPRODUCE, PERFORM, PUBLICLY DISPLAY, EXHIBIT, TRANSMIT AND OTHERWISE EXPLOIT THE WATCH PARTY CO-STREAMS OF THE CDL BROADCASTS BY ANY AND ALL MEANS AND METHODS AND IN ANY AND ALL MARKETS AND MEDIA, WHETHER NOW KNOWN OR HEREAFTER DEVISED.**
    - CDL will use commercially reasonable efforts to afford credit to the Watch Party Participants for any excerpts taken by CDL, which are included in CDL-created content. Such credit shall be at CDL's sole discretion.
- **Watch Party Participant hereby grants to CDL a worldwide, irrevocable and perpetual, non-exclusive, royalty-free, gratis license and right to use incorporate, display, distribute and sublicense Watch Party Participant's name, persona, social media account names and profile picture, gamertag, likeness, voice, and appearance as it appears in the Watch Party co-streams (collectively, "Likeness") in CDL products in such manner as CDL may determine in its sole discretion. Watch Party Participant**

hereby authorizes CDL to use Watch Party Participant's Likeness as it appears in the Watch Party co-streams and agrees that any part of such Watch Party co-streams can be edited, rearranged, and/or other material added or deleted in whole or in part. CDL shall have the right (but not obligation) to distribute, advertise, promote, sell, license, reproduce, perform, publicly display, exhibit, transmit and otherwise exploit Watch Party Participant's Likeness in connection with the Watch Party co-streams by any and all means and methods and in any and all markets and media, whether now known or hereafter devised.

- Watch Party Participants do not have to right to record and post a public VOD of the CDL broadcast Watch Party on YouTube or any other platform.
- Watch Party Participants and the Watch Parties must comply with all applicable laws, regulations, including but not limited to, the Federal Trade Commission (FTC) rules and guidelines ".com Disclosure Guidelines: How to Make Effective Disclosures in Digital Advertising", the "Revised Endorsement and Testimonial Guides", the "Disclosures 101 for Social Media Influencers" and all other applicable disclosure guidelines federal, state and local authorities may issue, at all times.
- Watch Party Participants agree and acknowledge that all rights, titles and interests (including copyright) in and to the CDL broadcast and the *Call of Duty* interactive game franchise (including any trademarks or any other real or intellectual property contained therein) shall at all times remain solely and exclusively owned by Activision Publishing, Inc. and Watch Party Participants obtain no ownership interest in the CDL broadcast or the *Call of Duty* interactive game franchise or any derivative work thereof.
- Upon request, CDL may provide Watch Party Participants with access to a Watch Party Media Kit (as defined in Exhibit A, attached), which contains approved CDL logos, branding, and materials for use in the Watch Party, and associated promotional materials. Use of the Watch Party Media Kit is subject to these Watch Party Guidelines, and the Watch Party Media Kit Guidelines attached hereto as Exhibit A and incorporated herein by reference.
- Watch Party Participants agree and acknowledge that all Watch Parties are subject to Activision's Software License and Service Agreement, available here: Link
- Watch Party Participants must share the following viewership data with CDL upon completion of the Watch Party:
    - Reach - Unique Viewers (Daily and cumulative, if hosting a Watch Party across multiple broadcast days)

EXHIBIT A

Watch Party Media Kit Guidelines

To support Watch Party Participants in creating a compelling and consistent viewing experience for their Watch Party, CDL may, upon request, provide Watch Party Participants with access to approved CDL logos, branding materials, and an Overlay Package (collectively, the "Watch Party Media Kit") for use in

connection with a Watch Party, and the promotion thereof. Use of the Watch Party Media Kit is optional but encouraged. Watch Party Participants who opt-in to using the Watch Party Media Kit must comply with the following Watch Party Media Kit Guidelines:

- The Call of Duty League Logo (the "CDL Logo") must be used as provided with no alterations or modifications, except for changes to its size/scale.
- The trademark symbol(s) "™" on the CDL Logo must be legible in all instances.
- The CDL Logo must not be covered or obscured by other branding or creative elements.
- The CDL Logo must not be used in a way that suggests a formal affiliation, partnership, sponsorship, or endorsement by CDL of Watch Party Participants or their personal sponsors.
- The Watch Party Media Kit, and all materials therein, must only be used in connection with the Watch Party and associated promotional materials.
- CDL reserves the right to monitor Watch Party Participant's use of the Watch Party Media Kit, and require Watch Party Participants modify or remove certain elements of the Watch Party Media Kit, at CDL's sole discretion.
- Use of the Watch Party Media Kit is subject to Watch Party Participant's acceptance and compliance the Watch Party Guidelines.
- Watch Party Participants shall not provide access to the Watch Party Media Kit or any element thereof to any third party.

ADDITIONAL TERMS:

Watch Party Participant's non-exclusive, limited use of the CDL Logo and all materials and trademarks and other intellectual property contained in the Watch Party Media Kit (collectively, the "Brand Assets") shall not create any right, title, or interest therein in Watch Party Participant's favor. Watch Party Participant's use of the Brand Assets shall inure solely to the benefit of CDL, and its parents and affiliates. By using the Brand Assets, Watch Party Participants acknowledge CDL's ownership of the Brand Assets and agree not to take any action which is inconsistent with CDL's ownership of such Brand Assets. Any use of the Brand Assets in violation of these Watch Party Media Kit Guidelines or the CDL Watch Party Guidelines will automatically terminate Watch Party Participant's license to use the Brand Assets.